

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Patrick M. O'Neal,

Plaintiff,

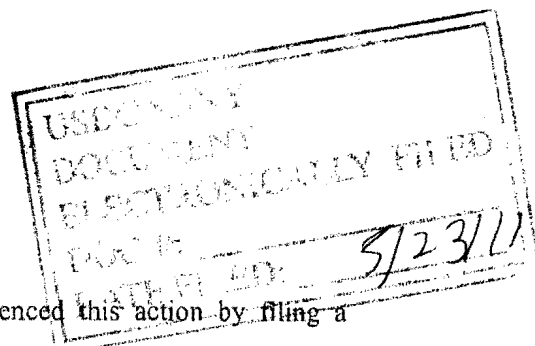
-against-

Yonkers Racing Corporation; James Boyle, in his individual capacity; Richard DeJesus, in his individual capacity; David Ferro, in his individual capacity; Edwin Garcia, in his individual capacity; Robert Geberth, in his individual capacity; Jeremy Golden, in his individual capacity; Joan Lewis, in her individual capacity; Abdul-nur Muhammad, in his individual capacity,

-Defendants

**STIPULATION OF
SETTLEMENT AND ORDER
OF DISMISSAL**

10 Civ. 5379 (SAS)



WHEREAS, Plaintiff Patrick M. O'Neal commenced this action by filing a complaint on July 14, 2010 alleging, *inter alia*, that defendants Yonkers Racing Corporation, Richard DeJesus, Edwin Garcia, Jeremy Golden, Joan Lewis and Abdul-nur Muhammad (collectively, the "Yonkers Raceway Defendants") and defendants James Boyle, David Ferro and Robert Gerberth (collectively, the "State Police Defendants") violated his rights under the United States Constitution (the "Action"); and

WHEREAS, all the defendants have denied any and all liability arising out of the plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, the plaintiff has authorized his counsel to settle this matter on the terms set forth below;

WHEREAS, the plaintiff has not initiated any other action or claim against the defendants or the State of New York arising from the facts alleged in the Action;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The parties agree that the Action is dismissed and discontinued with prejudice and without costs pursuant to Rule 41(a) of the Federal Rules of Civil Procedure;

2. The defendants shall pay the Plaintiff the total amount of One Hundred Ten Thousand Dollars, as set forth below. Payment shall be made by check(s) payable to "Darius Wadia, LLC, as Attorney and Patrick M. O'Neal" and sent to:

Darius Wadia, LLC
233 Broadway, Suite 2208
New York, New York 10279

3. Gallagher Bassett Services, Inc. hereby agrees to pay plaintiff the sum of Ninety Five Thousand Dollars in full satisfaction of all claims against the Yonkers Raceway Defendants, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against the Yonkers Raceway Defendants, and to release them and any present or former employees or agents of Yonkers Racing Corporation, YRL Associates, Rooney Associates, Gallagher Bassett Services, Inc. and Wagering Insurance North America from any and all liability, claims, or rights of action arising out of the events and circumstances alleged, or which could have been alleged, in the complaint in the Action;

4. The State of New York agrees to pay the plaintiff the sum of Fifteen Thousand Dollars in full satisfaction of all claims against the State Police Defendants, including claims for costs, expenses and attorney's fees. In consideration for the payment

of this sum, plaintiff agrees to the dismissal of all claims against the State Police Defendants, and to release them and any present or former employees or agents of the State of New York from any and all liability, claims, or rights of action arising out of the events and circumstances alleged, or which could have been alleged, in the complaint in the Action;

5. The Plaintiff shall execute and deliver to the defendants' attorneys all documents necessary to effect this settlement, including, without limitation, a General Release and an affidavit concerning liens. Payment of the amount recited in paragraph #4 above is subject to the approval of all appropriate New York State officials in accordance with the provisions for indemnification under Section 17 of the New York Public Officers Law;

6. Nothing contained herein shall be deemed to be an admission or acknowledgment of liability by any of the defendants, the State of New York, the New York State Police, YRL Associates, Rooney Associates, Gallagher Bassett Services, Inc, Yonkers Racing Corporation or Wagering Insurance North America;

7. Nothing contained herein shall be deemed to constitute a policy or practice of any of the defendants, the State of New York, the New York State Police, YRL Associates, Rooney Associates, Gallagher Bassett Services, Inc or Wagering Insurance North America;

8. This Stipulation of Settlement and Order of Dismissal contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement and Order of Dismissal regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions

contained herein;

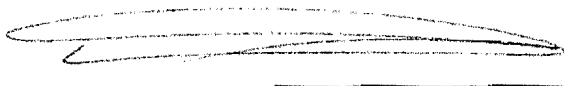
9. Subject to the provision of the foregoing paragraphs, in the event payment of the amount recited in paragraph 3 above is not made within thirty days after the receipt by the Yonkers Raceway Defendants' counsel of a copy of the fully executed Stipulation of Settlement and Order of Dismissal as entered by the Court, interest shall accrue on the outstanding principal balance at the rate set forth in 28 U.S.C. § 1961 beginning on the thirty first day after receipt by the Yonkers Raceway Defendants' counsel of the fully executed Stipulation of Settlement and Order of Dismissal as entered by the Court.

10. Subject to the provision of the foregoing paragraphs, in the event payment of the amount recited in paragraph 4 above is not made within ninety days after the receipt by the State Police Defendants' counsel of a copy of the fully executed Stipulation of Settlement and Order of Dismissal as entered by the Court, interest shall accrue on the outstanding principal balance at the rate set forth in 28 U.S.C. § 1961 beginning on the ninety first day after receipt by the State Police Defendants' counsel of the fully executed Stipulation of Settlement and Order of Dismissal as entered by the Court.

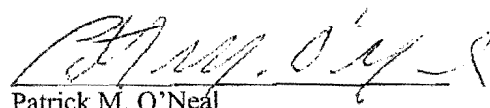
Dated: New York, New York
May 20, 2011

Darius Wadia, LLC
Attorney for the Plaintiff
233 Broadway, Suite 2208
New York, New York 10279

By:




Darius Wadia



Patrick M. O'Neal
Plaintiff

Bleakley Platt & Schmidt, LLP
Attorneys for the Yonkers Raceway Defendants
One North Lexington Avenue
White Plains, New York 10601

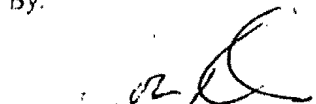
By:



Vincent W. Crowe


Eric Schneiderman
Attorney General of the State of New York
Attorney for the State Police Defendants
120 Broadway
New York, New York 10271

By:



Assistant Attorney General John E. Knudsen

SO ORDERED:



United States District Judge

5/20/11